

**STATE OF NORTH CAROLINA  
COUNTY OF DURHAM**

**AMENDMENT THREE TO CONTRACT FOR EMERGENCY SOLUTIONS GRANT & DEDICATED  
HOUSING FUND RAPID REHOUSING SERVICES WITH HOUSING FOR NEW HOPE**

This contract amendment (Amendment Three) is dated and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2014, between the City of Durham ("Grantee") and Housing for New Hope, Inc., a nonprofit corporation organized under the laws of North Carolina (Sub-recipient).

The City and the Subrecipient entered into Contract #10467 for the provision of Rapid Rehousing Services totaling \$279,554 in a combination of Emergency Solutions Grant (\$79,554) and Dedicated Housing Funds (\$200,000) February 27, 2013. This Original Contract is amended as follows:

1. In the first Whereas on page 1 of the contract where grant numbers are indicated, **add E-13-MC-37-0006** after E-12-MC-37-006.
2. After the second Whereas of page 1 of the contract the following is added as the third Whereas;: **"and WHEREAS the Sub-recipient submitted an application for Emergency Solutions Grant Program funding that was approved by the Durham City Council as a part of the 2013-2014 Annual Action Plan on April 15, 2013, and for \$200,000.00 in Dedicated Housing funds appropriated by the Durham City Council as a part of the FY 13-14 budget".**
3. Under Summary of Contract Terms on page 1, "\$279,554.00" is deleted and replaced with **"\$547,175.00"**
4. In the third sentence under Summary of Contract Terms, "within twelve months" is deleted and replaced with "by June 30, 2015".
5. On page 8 of the contract under Grant Amount, "\$279,554.00" is replaced with **"\$547,175.00".**
6. On page 24 under the first section, Application, the number of households to be provided homeless services changes from 45 to **85**, and households moving to permanent housing changes from 35 to **65**.
7. On page 24, Attachment A, Scope of Services, the Budget section is deleted in its entirety and replaced with the following:

"HNH will utilize ESG and City Dedicated Housing Funds (DFS) to provide rapid re-housing services to homeless households in Durham. It is expressly agreed and

understood that the maximum amount to be paid by the Grantee to the Subrecipient under this contract shall not exceed \$547,175.00. Direct Services in the amount of \$141,209.00 for case management will assist at least 150 households at the rate of \$919.85 per client. Direct assistance in the form of rental and utility assistance will be used in the amount of \$370,000.00. Administrative Costs in the amount of \$35,966.00 will be used for operational purposes.”

ESG	Direct Services to Households	\$141,209.00
DFS	Direct Assistance to Households	\$370,000.00
ESG-DFS Admin	Administrative Costs	\$35,966.00
	<b>Total Funds</b>	<b>\$547,175.00</b>

8. On pages 24 and 25, the goal of serving 80 households is changed to **150** households, and at the following sections: Page 24 under Sub-recipient Performance Requirements, page 25 under Monthly Progress Reports/Invoice Reimbursement Requests, and page 27 at the first bullet.
9. On page 25 under Monthly Progress Reports/Invoice Reimbursement Requests; 5<sup>th</sup> bullet identification requirements language change to; “ **“driver’s license or identification card issued by the State of North Carolina and a social security card.”**
10. At page 26 under Performance Outcomes Quarterly Reporting, the third bullet is deleted and replaced with; “**Sub-recipient is required to track and report performance outcomes in line with the adopted data quality and performance measures associated with the Rapid Rehousing program type for the Durham Continuum of Care.”**
11. On page 27 under Final Draw Closeout, \$279,554.00 is deleted and changed to **\$547,175.00**, and the reference to “at a rate of \$919.85 per client” is deleted. In the same bullet, \$73,558.00 is changed to **\$141,209.00**, at the last bullet in this section, “on each funding source,” is deleted and changed to “**from Dedicated Housing Funds**”. The “not to exceed” amount changes from \$20,966.00 to **\$35,966.00**.
12. A new section is created and added to the GENERAL TERMS AND CONDITIONS OF THE CONTRACT to read:

#### **E-Verify Compliance**

The subrecipient represents and covenants that the subrecipient and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, “subrecipient”, “its subcontractors” and “comply” shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this

section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

13. Other than amended herein, the terms of the Original Contract are reaffirmed by the parties.

**IN WITNESS WHEREOF**, the City and the Subrecipient have executed this Amendment as of the date first written above.

ATTEST:

**CITY OF DURHAM**

By: \_\_\_\_\_

Thomas J. Bonfield, City Manager (date)

By: \_\_\_\_\_

D. Ann Gray, City Clerk (date)

**STATE of NORTH CAROLINA**  
**COUNTY of DURHAM**

I, a Notary Public in and for the aforesaid County and State certify that

\_\_\_\_\_ personally appeared before me this day, and acknowledged that she is the City Clerk of the **City of Durham**, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing Amendment was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by its said City Clerk. This the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Pre-Audit Certification**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. This the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City of Durham Finance Officer (date)

**HOUSING FOR NEW HOPE, INC.**

By: \_\_\_\_\_  
Kay Ferguson, Chair (date)

**ATTEST: HOUSING FOR NEW HOPE, INC.**

By: \_\_\_\_\_  
Katie Crowe, Secretary (date)

(Affix Corporate Seal here.)

**NORTH CAROLINA  
COUNTY OF DURHAM**

I, a Notary Public in and for the aforesaid County and State, certify that

\_\_\_\_\_ personally appeared before me this day and stated that he or she is  
Secretary of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the  
corporation, the foregoing Amendment with the City of Durham was signed in its name by its Governing  
Board Chairperson, whose name is \_\_\_\_\_, sealed with its corporate seal, and attested by  
him/herself as its said Secretary or Assistant Secretary.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_